

1 WEIL, GOTSHAL & MANGES LLP  
2 Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
3 Theodore Tsekerides (*pro hac vice*)  
(theodore.tsekerides@weil.com)  
4 Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
5 Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)  
6 767 Fifth Avenue  
7 New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

8 KELLER BENVENUTTI KIM LLP  
9 Tobias S. Keller (#151445)  
(tkeller@kbkllp.com)  
10 Peter J. Benvenutti (#60566)  
(pbenvenutti@kbkllp.com)  
11 Jane Kim (#298192)  
(jkim@kbkllp.com)  
12 650 California Street, Suite 1900  
San Francisco, CA 94108  
13 Tel: (415) 496-6723  
Fax: (650) 636 9251

14 *Attorneys for Debtors and Reorganized  
15 Debtors*

16 **UNITED STATES BANKRUPTCY COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

18 In re:

19 **PG&E CORPORATION,**

20 **- and -**

21 **PACIFIC GAS AND ELECTRIC COMPANY,**

22 **Debtors.**

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**STIPULATION MODIFYING PLAN  
INJUNCTION (ENRIQUE GUZMAN)**

[No Hearing Requested]

- 23  Affects PG&E Corporation  
24  Affects Pacific Gas and Electric Company  
 Affects both Debtors

25 \* *All papers shall be filed in the Lead Case,  
26 No. 19-30088 (DM).*

1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the  
3 Plan (as defined below), the “**Reorganized Debtors**”) in the above-captioned cases (the “**Chapter  
4 11 Cases**”) and Enrique Guzman (“**Guzman**,” and, together with the Debtors and Reorganized  
5 Debtors, the “**Parties**”), on the other hand, by and through their respective counsel, hereby submit  
6 this stipulation (the “**Stipulation**”) for an order modifying the Plan Injunction (as defined below)  
7 to permit the Parties to file a Joint Motion for Determination of Good Faith Settlement pursuant  
8 to California Code of Civil Procedure section 877.6 (the “**Joint Good Faith Settlement Motion**”)  
9 in the Case No. CGC-16-554005 pending in the San Francisco County Superior Court (the “**San  
Francisco County Action**”). The Parties hereby stipulate and agree as follows:

11 **RECITALS**

12 A. On September 1, 2016, Guzman filed the San Francisco County Action, seeking  
13 damages for injuries allegedly caused by striking one of the Utility’s underground electric lines  
14 while working on a sewer replacement project.

15 B. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter  
16 11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
17 “**Bankruptcy Court**”).

18 C. On March 13, 2019, Guzman timely filed a proof of claim against the Utility for  
19 \$4 million [Claim No. 1521] (the “**Proof of Claim**”).

20 D. By Order dated June 20, 2020 [Dkt. No. 8053] (the “**Confirmation Order**”) the  
21 Bankruptcy Court confirmed the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of  
22 Reorganization Dated June 19, 2020* (as may be further modified, amended or supplemented from  
23 time to time, and together with any exhibits or scheduled thereto, the “**Plan**”). The Effective Date  
24 of the Plan occurred on July 1, 2020. *See* Dkt. No. 8252.

25 E. Pursuant to section 7.2 of the Plan, the Reorganized Debtors are authorized to,  
26 among other things, compromise, settle, otherwise resolve, or withdraw any objections to  
27 Disputed Claims (as defined therein) and to compromise, settle, or otherwise resolve any Disputed

1 Claims without approval of the Bankruptcy Court. Pursuant to this provision, the Parties entered  
2 into a settlement agreement dated August 4, 2020 (the “**Settlement Agreement**”) resolving the  
3 Proof of Claim. A true and correct copy of the Settlement Agreement is attached hereto as  
4 **Exhibit A.**

5 F. The Settlement Agreement provides that the Parties filing the Joint Good Faith  
6 Settlement Motion in the San Francisco County Action is a condition precedent to the enforcement  
7 of the Settlement Agreement, and that the Settlement Agreement shall not be effective until the Joint  
8 Good Faith Settlement Motion is granted.

9 G. Sections 10.5 and 10.6 of the Plan and Paragraphs 51 and 52 of the Confirmation  
10 Order establish the “**Plan Injunction**,” which supersedes the automatic stay in most respects and  
11 expressly prohibits (1) commencing, conducting, or continuing in any manner, directly or indirectly,  
12 any suit, action, or other proceeding of any kind with respect to any pre-petition claims against the  
13 Debtors or Reorganized Debtors, and (2) any effort to enforce, collect or recover on any judgment  
14 based on any pre-petition claims.

15 H. The Parties hereto desire to modify the Plan Injunction in order to carry out the terms  
16 of the Settlement Agreement to permit them to file and to litigate to conclusion the Joint Good Faith  
17 Settlement Motion.

18 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE  
19 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS  
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT  
TO ORDER, THAT:**

21 1. The Plan Injunction shall be modified solely to permit the Parties to file and litigate to  
22 conclusion the Joint Good Faith Settlement Motion in the San Francisco County Action. For the  
23 avoidance of doubt, this modification does not include discovery in support of or in opposition to a  
24 Joint Good Faith Settlement Motion.

25 2. In the event that the terms of this Stipulation are not approved by the Bankruptcy  
26 Court, it shall be null and void and have no force or effect and the Parties agree that, in such  
27 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.  
28

1           3. This Stipulation shall be binding on the Parties and each of their successors in  
2 interest.

3           4. This Stipulation shall constitute the entire agreement and understanding of the Parties  
4 relating to the subject matter hereof and supersede all prior agreements and understandings relating  
5 to the subject matter hereof.

6           5. This Stipulation may be executed in counterparts, each of which shall be deemed an  
7 original but all of which together shall constitute one and the same agreement.

8           6. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
9 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

10          Dated: August 13, 2020

11          WEIL, GOTSHAL & MANGES LLP  
12          KELLER BENVENUTTI KIM LLP

13          */s/ Peter J. Benvenutti*

14          Peter J. Benvenutti

15          *Attorneys for Debtors  
16          and Reorganized Debtors*

17          Dated: August 13, 2020

18          ARNS LAW FIRM

19          */s/ Jonathan E. Davis*

20          Jonathan E. Davis

21          *Attorneys for Enrique Guzman*